

SEP - 6 2023

9TH JUDICIAL CIRCUIT
COUNTY OF KALAMAZOO
KALAMAZOO, MICHIGAN

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF KALAMAZOO

FREMONT INSURANCE COMPANY,

PETITIONER,

vs.

Case No. 23 -0406- CK

Hon: Curtis J. Bell

310 E. MICHIGAN, LLC,

RESPONDENT.

MICHAEL T. RYAN (P53634)

ASHLEY J. BURRESS (P79614)

Merry, Farnen & Ryan, P.C.

ATTORNEY FOR PETITIONER

300 Maple Park Blvd., Suite 301

St. Clair Shores, MI 48081

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FREMONT INSURANCE COMPANY'S AMENDED PETITION

Petitioner, **FREMONT INSURANCE COMPANY**, ("Fremont") states as follows in support of its Petition for Declaration of No Coverage, or in the alternative, an Appointment of Umpire:

1. Fremont is a Michigan corporation doing business in Michigan.
2. 310 E. MICHIGAN, LLC ("310 E MICHIGAN") is a domestic limited liability company conducting business in the County of Kalamazoo, State of Michigan, at 310 E. Michigan Avenue, Kalamazoo, Michigan.
3. Fremont insured 310 E. Michigan's property under a businessowner's policy a copy of which is attached as Exhibit A.

4. Jurisdiction exists in this court pursuant to §500.2833(1)(m) because the property at issue is located in Kalamazoo County, Michigan.

COUNT I—DECLARATION OF NO COVERAGE

5. On January 30, 2022, the insured property sustained a covered loss.

6. While the applicability of coverage is not disputed, the parties fail to agree on the amount of the loss.

7. The parties therefore wish to proceed to appraisal pursuant to the conditions applicable to Section I of the attached Fremont policy. See Section I – Conditions, paragraph 6., page 13.

8. Fremont has selected **Mark Camaj of Camaj Consulting LLC** as its appraiser.

9. 310 E MICHIGAN has selected Ryan Reedy as its appraiser.

10. Upon information and belief, Ryan Reedy is a member of the Limited Liability Corporation (LLC) that owns the property at 310 E. Michigan.

11. Reedy has refused to agree to an umpire to preside over the appraisal process.

12. Reedy has not only refused to select an umpire, he has refused to participate in any fashion with the appraisal process.

13. Reedy's failure to cooperate is a direct breach of the terms and conditions of the policy.

14. Without the appraisal, Fremont is severely prejudiced from determining the amount of loss and therefore cannot finalize the underlying claim for loss.

15. Fremont asks this Court for a declaration of no coverage based on 310 E. Michigan's failure to adhere to the conditions of the policy and complete the appraisal process.

WHEREFORE, FREEMONT INSURANCE COMPANY requests a declaration of no coverage for policy CPP 0107913-01, and the right to deny coverage for all claims for loss by 310 E. MICHIGAN, LLC under the policy pertaining to claim number 22-02764.

COUNT II—APPOINTMENT OF UMPIRE

16. Fremont repeats paragraphs 1-14 as if they were fully restated here.
17. In the event, this Court does not grant Fremont the right to deny coverage, Fremont asks this court to appoint an umpire to preside over this appraisal proceeding.
18. Fremont has selected Mark Camaj as its appraiser.
19. Reedy, 310 E. Michigan's appraiser, has refused to cooperate with Camaj to select an umpire or to otherwise participate in the appraisal process.
20. MCLA §500.2833(1)(m) requires all property insurance policies, to contain an appraisal clause mandating that any disputes as to the amount of loss or any actual cash value be resolved by the appraisal process.
21. MCLA §500.2833(1)(m) further provides that if the parties respective appraisers are unable to agree upon a competent, impartial umpire, then the insured or the insurer may ask a judge of the circuit court of the county in which the loss occurred or in which the property is located to select an umpire.
22. Fremont therefore asks the court pursuant to MCLA §500.2833(1)(m) to appoint a competent, impartial umpire to preside over this appraisal proceeding.

WHEREFORE, Petitioner, **FREMONT INSURANCE COMPANY** requests that the Court grant its request and issue an Order which includes the following relief:

- A. A Declaration of No Coverage for claim number 22-02764, policy CPP 0107913-00, allowing Fremont to deny all claims for coverage under the policy; or in the alternative,

- B. Appointment of a competent, impartial umpire for the proceedings if the parties respective appraisers are unable to agree upon an umpire within 15 days;
- C. That the parties each pay one one-half of all costs and fees associated with the umpire;
- D. That the parties are responsible for all costs and fees for their own appraiser.
- E. Grant all other relief as would be appropriate.

MERRY, FARNEN & RYAN, P.C.

By:



MICHAEL T. RYAN (P53634)
ASHLEY J. BURRESS (P79614)
ATTORNEYS FOR PETITIONER
300 Maple Park Blvd., Suite 301
St. Clair Shores, MI 48081
586-776-6700 / 586-776-5927 (direct)

DATED: August 31, 2023

EXHIBIT A



Fremont Insurance
Since 1895 www.fic.com

COMMERCIAL PACKAGE POLICY

Page 1 of 8
Previous Policy No. CPP 0107913-00



YOUR AGENCY IS:
INSURANCE ADVANTAGE AGENCY INC
0382010
5234 PLAINFIELD AVE, NE
SUITE C
GRAND RAPIDS, MI 49525
616/458-2929

RENEWAL DECLARATION

POLICY NO. **ISSUE DATE**
CPP 0107913-01 12/14/2022

MAILING ADDRESS
310 E Michigan LLC
c/o Ryan Reedy
625 Kanmoor Ave SE
Ste 350 Pmb 07304
Grand Rapids, MI 49546-2395

FORM OF BUSINESS
Limited Liability Company

POLICY TERM
12:01 a.m. 12:01 a.m.
01/01/2023 To 01/01/2024

PREMIUM IS PAYABLE
Annual

NAMED INSURED(S):
310 E Michigan LLC

Summary of Coverages And Premiums

Premiums

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

| COVERAGE PARTS | PREMIUM |
|--|-----------------|
| Commercial Property Coverage Part | \$20,570 |
| Commercial General Liability Coverage Part | \$4,073 |
| Total Provisional Annual Premium | \$24,643 |

Policy Locations

| 1 | 2 | 3 |
|--|---------------------------------------|---------------------------------------|
| 310 & 392 E Michigan Ave Kalamazoo, MI 49007 | 137 Edwards Kalamazoo, MI 49007 | 135 Edwards Kalamazoo, MI 49007 |